

4. This Court has general personal jurisdiction over CCCS International because of its status as a South Carolina company that operates within South Carolina.

5. The Court has specific personal jurisdiction over CCCS International because it entered into the Agreement with Actalent for staffing services in South Carolina, and the claims in this suit arise from the contracted staffing services that were rendered in South Carolina.

6. Venue is proper in this District under 28 U.S.C. § 1391 because CCCS International resides within this venue, the contracted staffing services performed by Actalent took place within this venue, and a substantial part of the events or omissions giving rise to the claim occurred within this venue.

GENERAL ALLEGATIONS

7. Actalent incorporates by reference each and every allegation contained in the above paragraphs.

8. Actalent is an engineering and sciences staffing company that provides recruitment and staffing services for clients.

9. On or about August 3, 2023, Actalent and CCCS International executed a Contract Talent Services Agreement (“Agreement”). (Attached hereto as **Exhibit 1**).

10. Pursuant to the Agreement, Actalent and CCCS International agreed that CCCS International would pay Actalent for services rendered by contract employees based on invoices that Actalent submitted to CCCS International on a weekly basis. (Ex. 1, Section 4).

11. Pursuant to the Agreement, Actalent provided personnel to CCCS International to “provide . . . services under [CCCS International’s] management and supervision.” (Ex. 1, Section 2).

12. CCCS International accepted Actalent's staffing services and the work performed by the contract employees.

13. Actalent timely submitted invoices to CCCS International for the staffing services and the work provided by the contract employees.

14. The Agreement requires CCCS International to issue payment within fifteen days of each invoice. (Ex. 1, Section 5).

15. The Agreement states that the invoice will be presumed to be accurate and fully payable if not disputed within five (5) business days of receipt of the invoice. (Ex. 1, Section 4).

16. The Agreement provides that invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. (Ex. 1, Section 5).

17. CCCS International failed to pay Actalent for certain services provided between March of 2024 through September of 2024.

18. Actalent made numerous attempts to coordinate with CCCS International regarding payment of the outstanding balance, and CCCS International made representations that it was working to resolve various billing and other issues causing the delay such that Actalent could be paid.

19. Despite these purported efforts, CCCS International has not paid the outstanding balance owed for staffing services and contract employees provided pursuant to the Agreement.

20. As a result of CCCS International's failure to pay, CCCS International owes Actalent payment for staffing services, plus attorneys' fees, costs, expenses, and interest, as specified in the Agreement and as available under applicable law.

21. After accounting for payments, credits, and all lawful setoffs, CCCS International owes Actalent a principal balance of \$283,708.86, \$7,402.66 in contractual late fees, plus attorneys' fees and interest.

COUNT I—BREACH OF CONTRACT

22. Actalent incorporates by reference and realleges each allegation above, as though fully set forth herein.

23. Through the Agreement, Actalent and CCCS International executed a valid, binding, and enforceable contract for the provision of staffing services.

24. Under the Agreement, CCCS International agreed to pay for Actalent's staffing services.

25. Actalent performed work under the Agreement that totals \$283,708.86.

26. Actalent fully performed its duties under the Agreement.

27. All other conditions precedent to Actalent's claim for relief have been performed, have occurred, or have been waived.

28. Actalent has been damaged as a result of CCCS International's breaches of the Agreement, in the amount of \$283,708.86, \$7,402.66 in contractual late fees, plus additional pre-judgment and post-judgment interest, attorneys' fees and costs.

WHEREFORE, Actalent seeks a judgment against CCCS International in an amount no less than \$283,708.86, \$7,402.66 in contractual late fees, plus costs, expenses, pre-judgment and post-judgment interest, attorneys' fees and such further legal and equitable relief as this Court deems appropriate or such other amounts as determined by this Court.

COUNT II—ACCOUNT STATED

29. Actalent incorporates by reference and realleges each allegation above, as though fully set forth herein.

30. Actalent and CCCS International entered into a transaction wherein Actalent provided staffing services to CCCS International from March of 2024 through September of 2024, and CCCS International promised to pay.

31. Actalent invoiced CCCS International for these services in excess of \$283,708.86, all of which was due and owing to Actalent on or before September 27, 2024.

32. These transactions give rise to an indebtedness from CCCS International to Actalent in the amount of \$283,708.86 for staffing services Actalent supplied and invoiced to CCCS International, plus late fees of \$7,402.66, interest, collection, and attorneys' fees that continue to accrue until payment in full is received.

33. Actalent has made numerous demands upon CCCS International, reciting the amount of the existing debt owed by CCCS International to Actalent.

34. Pursuant to the Agreement, CCCS International made an express promise to pay the amount of the existing debt owed by CCCS International to Actalent.

35. CCCS International breached its express promise to Actalent by failing to timely pay Actalent for the staffing services Actalent provided to CCCS International.

36. CCCS International's breach of its express promise to Actalent caused damages to Actalent in a sum in excess of \$283,708.86. Also, pursuant to the Agreement and controlling law, Actalent is entitled to recover its late fees, interest, collection, and attorneys' fees that continue to accrue until payment is received in full.

WHEREFORE, Actalent seeks a judgment against CCCS International in an amount no less than \$283,708.86, \$7,402.66 in contractual late fees, plus costs, expenses, pre-judgment and post-judgment interest, attorneys' fees and such further legal and equitable relief as this Court deems appropriate or such other amounts as determined by this Court.

COUNT III—UNJUST ENRICHMENT
(Plead in the Alternative to Count I)

37. Actalent incorporates each of the preceding allegations as if fully restated herein.

38. In the alternative to Count I, CCCS International is liable to Actalent under the theory of unjust enrichment.

39. At all relevant times herein, Actalent conferred benefits upon CCCS International, by providing CCCS International with staffing services.

40. At all relevant times herein, CCCS International had knowledge of the benefits conferred by Actalent.

41. CCCS International voluntarily accepted, retained, and received the benefits provided by Actalent.

42. Actalent, to its detriment, enriched CCCS International by the benefits provided.

43. CCCS International has not paid Actalent in full for the value of the benefits received.

44. Actalent asserts that the remaining unpaid value of the benefits it conferred to CCCS International equals \$283,708.86, \$7,402.66 in contractual late fees.

45. Despite the receipt of the enrichment, CCCS International refuses to make full payment to Actalent for the enrichment received.

46. The enrichment to CCCS International is unjust.

47. The retention of benefits by CCCS International under these circumstances violates fundamental principles of justice, equity, and good conscience; the circumstances render CCCS International's retention of the benefits inequitable unless CCCS International pays Actalent for the value of the benefit received.

48. As a result of CCCS International's unjust enrichment, Actalent is owed \$283,708.86, \$7,402.66 in contractual late fees, plus additional pre-judgment and post-judgment interest, attorneys' fees and costs.

WHEREFORE, Actalent seeks a judgment against CCCS International in an amount no less than \$283,708.86, \$7,402.66 in contractual late fees, plus costs, expenses, pre-judgment and post-judgment interest, attorneys' fees and such further legal and equitable relief as this Court deems appropriate or such other amounts as determined by this Court.

Dated: November 22, 2024

Respectfully submitted,

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